

A097125



KASHIF RAZA STAMP VENDOR
Licence No. 02 G-14, Spanish Homes
Phase-I, D.H.A., Karachi.

09 MAR 2021

(RUPEES ONE THOUSAND ONLY)

S.no. 122525 Date
Issued To With Address.....
Through With Address.....
Purpose.....
Value Rs.
Stamp Vendor's Signature.....
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

EXTENSION IN SECURITY SERVICES AGREEMENT

This Agreement made at Karachi on this 5th day of April 2021.

By and Between

Sindh Mass Transit Authority (SMTA) constituted under act by the provincial assembly and assented by the Government of Sindh, having its office at **House No D/43 and D/43-1, Block-2, Scheme 5, Clifton Karachi**, hereinafter referred to as "the Employer", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART**.

AND

M/s Al-Khalid Security Services Private Ltd. having its office at **C-25-E, Khayaban-e-Jami, Phase-II, Ext: Karachi**. A company in corporate under the company ordinance 1984, hereinafter called the security company of the referred to as "the Company" which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **OTHER PART**.

Whereas;

- The Sindh Mass Transit Authority, SMTA is desirous for acquiring professional security services ("Services") for safe custody of 21-Garden Ex-SRTC/KTC Bus Stand 0.27 acres, newly constructed command and control center and other properties of Sindh Mass Transit Authority and Transport and Mass Transit Department on need basis.
- The Security Company represents and warrants that it is duly licensed and authorized by the Government of Pakistan for carrying out the Services as required by the SMTA.
- The Security Company has agreed to provide the services of guards and the SMTA has agreed to engage the Security Company for the Services in accordance with the terms and conditions set forth in this Agreement.
- Now, therefore, upon the terms and subject to the conditions of this Agreement, it is hereby agreed by and between the Parties as under:



1. Duration;

This Agreement will become effective as of **15-03-2021**, and will remain in effect for a period of **further 03 (months)** (the "Term") from the date when this agreement became effective or until terminated in accordance with Clause 6 of this Agreement.

Prior to the expiration of the Term, this Agreement may be extended or modified by written mutual agreement between the Parties. When used in this Agreement, the phrase "the Term" shall refer to the entire duration of the Agreement.

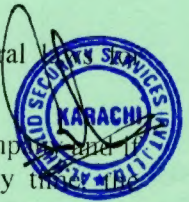
2. Personal Attributes of Security Guard;

The Security Company shall make sure that the suitable guard:

- i. Be trained, active, and also medically fit.
- ii. Have at least middle level school education.
- iii. Be aged between 23-45 years.
- iv. Must have well maintained arms.

3. Services;

- i. The Security Company shall provide well trained Three (03Nos.) to SMTA, security guards may be deputed at 21-Garden Ex-SRTC/KTC Bus Stand 0.27 acres, newly constructed command and control center and other properties of Transport and Mass Transit Department and Sindh Mass Transit Authority on need basis who shall be able to perform security services in accordance with best industry practice and to the entire satisfaction of the SMTA, the security service shall supervise the Security guards deputed at the premises at all the time.
- ii. Each guard will be deputed for 12 hours in morning or evening shift and up on the instructions of SMTA and shall provide complete security arrangements and protection of the said premises round the clock.
- iii. The security guards shall check all the all vehicles and personnel entering into and going out of the said premises as per the instructions issued by the employer's representative from time to time and shall maintain proper record of the vehicles and personnel coming and going out of the premises.
- iv. The security company and its deputed guards shall ensure that the security guards should maintain perfect discipline and behavior and do not in any manner cause any interference, annoyance, nuisance to management of the employer or its works.
- v. The security company at its own expenses shall provide security guards with necessary uniform, arms, outfit, etc. required for the effective discharge of security services to the employer.
- vi. The security company shall not disclose any information regarding the security arrangement of the SMTA, TMTD to a third party including but not limited to the assignment instructions, schedules and other subsequent agreements entered into with the SMTA, TMTD either in writing or verbally.
- vii. The security company shall be responsible to depute alternate security guard at the Premises with immediate effect in substitution of security guard who is dismissed by the Security Company or rejected by the SMTA, TMTD for any reason or whatsoever against unsatisfactory performance.
- viii. The security company agrees and undertakes that the security services provided by the security guards shall be the entire satisfaction of the employer and the company will make it clear to the security guards that they are employees of the security company and they shall have no claims against the employer and the employer shall not be liable to wages, salary, compensation and any statutory benefits to the security guards under the labour law and other legislation. The Security company shall be responsible for providing such amenities to its employees admissible under the law/rules/service conditions.
- ix. The security company will indemnify the employer against any claim, loss, damage occurred, or caused to the employer due to willful acts or omissions or carelessness or negligence of the security guards employed by the company, while on duty.
- x. The Security Company shall obtain license, if any, required under the local or central providing security services to the employer.
- xi. The employer shall also be entitled to supervise the services provided by the security company and if the conduct, behavior and performance of security guard found unsatisfactory at any time, the employer may issue directions to the company to immediately recall the particular person and substitute him by another and the company shall comply with such directions issued by the employer forthwith.



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- xii. The stamp duty to on this agreement shall be borne by the security company as per applicable laws.
- xiii. The Employer may reduce or increase the number of guards on need basis on same rates.

4. Payments;

- i. The Employer shall pay monthly payment to security company against three guards on approved rate **i.e. Rs 30,030 (Thirty Thousand and Thirty Rupees only)** per guard per month, the total contract amount for three month is **Rs 270,270 (Two Lac Seventy thousand and Two Hundred Seventy Rupees only)**
- ii. All applicable taxes as per government rules will be deducted by the Accountant General office (AG), Government of Sindh from the invoice of security company and remaining payment will be paid to Security company
- iii. The employer shall not make any payment to the security guards and payment will be made to the company only;
- iv. The payment shall be made by the SMTA within twenty (20) working days of the receipt of invoice from the Security Company.

5. Force Majeure;

- i. The obligations of each of the Parties hereunder shall be suspended during the period and to the extent that such Party is prevented or hindered from complying therewith by "Force Majeure" (as hereinafter defined). In such event, the Party shall give notice of suspension as soon as reasonably possible to the other Party stating the date and extent of such suspension and the cause thereof. Any of the Parties whose obligations have been suspended as aforesaid shall resume the performance of such obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party.
- ii. "Force Majeure" means any cause beyond the reasonable control of such Party including (in so far as beyond such control but without prejudice to the generality of the foregoing expression) strikes, lock-outs, labour disputes and compliance with any law or governmental order, rule, regulation or direction but solely restricted to laws, orders, rules, regulations, or directions of governmental agencies or bodies in Pakistan or of any other organization or commission or regulatory authority binding within Pakistan, provided that a lack of funds shall not constitute "Force Majeure".
- iii. If the force majeure continues, or the carrying out of this Agreement is delayed, for a prolonged period or it becomes impossible to perform a material provision of this Agreement, either party may terminate this Agreement by notice to the other party.

6. Termination;

- i. The Sindh Mass Transit Authority may terminate this Agreement if the Security Company fails to provide the Services in accordance with this Agreement or to the entire satisfaction of the SMTA. Up on the termination of contract, the employer may take legal action against the firm and may send the case for the cancellation of the registration as per government rules/regulation.
- ii. The Security Company may terminate this Agreement if the SMTA fails to make payments in accordance with this Agreement. Provided that the termination of this Agreement shall not;
- (a) Relieve either Party from any expense, liability or obligation or any remedy therefore which has accrued or attached prior to the date of such termination, nor
- (b) Because either Party to lose, surrender or forfeit any rights or benefits which have accrued at the time of termination.

7. Dispute Resolution/Arbitration;

- i. The Parties shall attempt to resolve any and all disputes as to the interpretation of the Agreement or as to the performance of either Party hereunder.
- ii. If the Parties cannot settle any dispute or difference within fifteen (15) days after first conferring, then such dispute or difference shall be settled by arbitration by a sole arbitrator appointed with mutual consent of both parties unless otherwise disposed of by understanding between the Parties. The award of the arbitrator shall be final and binding. Prior to initiation of arbitration or any other form of legal proceeding, the aggrieved Party will give the other Party written notice describing the claim and amount as to which it intends to initiate action.



- iii. The place of arbitration shall be at Karachi, the arbitration shall be governed by the Arbitration Act, and the language of the arbitration shall be English.

8. **Confidentiality;**

- i. The Security Company undertakes and shall ensure complete confidentiality of all and any information in respect of this Agreement and the services stated herein, including without limitation the communications to and by the Commission about any of its activity/ information. The Security Company shall not disclose any such information to any person or allow utilization of the same in any manner by any person.
- ii. The Security Company shall keep strictly confidential any and all business and technical information that may be disclosed or confided to it by the Commission or which the Security Company or any of its employees (guards) may obtain directly or indirectly during the course of performance of this agreement.

SIGNATORIES TO THE AGREEMENT

On Behalf Of M/S Al-Khalid
Security Services Pvt. Ltd

Signature

Name

Designation
Director

Date

Salman Mahmood

Salman Mahmood

Managing Director



On Behalf Of SMTA

Signature

Name

Designation
Director

Date

[Signature]

Iqbal Ahmed

Managing Director, SMTA

5th April 2021

Signature

Name

Designation

Date

[Signature]

RAO KHALID

MANAGER OPP

WITNESS

Signature

Name

Designation

Date

[Signature]

Kashif Ali

DD Contact / Documents SMTA

5th April, 2021